



## **Memorandum of Agreement**

**PREAMBLE-** *no change*

**ARTICLE I- RECOGNITION** *no change*

**ARTICLE II- REFERENCE** *no change*

**ARTICLE III – EMPLOYEE RIGHTS** *no change*

**ARTICLE IV - EQUAL TREATMENT** *no change*

**ARTICLE V – UNION BUSINESS** *no change*

**ARTICLE VI – MANAGEMENT RIGHTS** *no change*

**ARTICLE VII- CHECK OFF** *no change*

**ARTICLE VIII- PROBATIONARY PERIODS**

**Section 4.**

1. All current employees in the bargaining unit who perform work related to Public Works will be required to take a CDL, Class A licensing exam and road test as soon as practicable after the execution of the agreement. The parties agree that adding to the skills of such bargaining unit employees provides the Township with additional resources throughout the year and during leaf collection season. Because of the Township's interest in the benefits of such licensing, the parties understand that the Township will provide time needed for such an examination during the work day without loss in pay, will provide the equipment necessary for each employee to

take the CDL Class A exam at a mutually convenient time, and will if the employee is successful provide additional compensation as set forth in paragraph 2, below.

2. All employees will make a good faith effort to successfully obtain a CDL Class A license as soon as possible. Employees who receive their CDL Class A license will be given a onetime \$500 raise in base salary, which sum added to base salary shall be separate and apart from any increase or adjustment to base salary that is negotiated between the parties. The increase is agreed upon in recognition of the increased skill, experience and knowledge demonstrated by such license and by the increased duties and responsibilities that can be assumed by holders of such a Class A license. *The \$500 increase to base pay shall be effective upon ratification of the new agreement for employees having already obtained the Class A CDL license on or before that date. In addition, employees obtaining the Class A licensing post agreement shall receive an increase effective upon the employee's having received the CDL Class A license.*

4. Employees who do not successfully complete the exam will not be able to drive any Township vehicles or operate Township equipment that requires a CDL A license. At the same time, it is expressly agreed that no current employee shall suffer any reduction in pay or title, or other disadvantage because he or she is unable despite a good faith effort to pass the CDL Class A license examination or road test. It is specifically agreed that no employee shall be required to perform tasks that require a CDL Class A license, if the employee does not have the required license, but shall be permitted to perform all other duties including those requiring a Class B license if he or she has such qualifications.

5. All employees hired on or after January 1, 2013 shall be required to hold a CDL Class A License as a precondition to employment with no adjustment to salary base. Additionally, in the

event of a layoff or demotion as in ARTICLE XXVII-SENIORITY, Section 2, 6, and 7, the employee must have the required CDL Class A licensing.

## **ARTICLE IX – PROMOTIONS/POSTING VACANCIES**

### **ARTICLE X – PAY PERIODS** *no change*

### **ARTICLE XI – IDENTIFICATION CARDS** *no change*

## **ARTICLE XII - INSURANCE**

*The Township agrees to provide insurance to its employees in accordance with State law. Employees will be required to contribute to their insurance premiums in accordance with Chapter 78 requirements. In addition, the rates of co-pays will remain at the current rate employees pay during the 2013 calendar year for the duration of this contract.*

### **ARTICLE XIII – OVERTIME** *no change*

## **ARTICLE XIV – ON CALL COMPENSATION** **UTILITY EMERGENCIES**

*On Call Rate Schedules will not generate any retroactive pay and shall be effective upon ratification of contractual agreement.*

*After the contract has been effectively ratified, the on-call rate will increase to \$450 per week.*

### **ARTICLE XV- CALL IN TIME** *no change*

### **ARTICLE XVI - JURY DUTY** *no change*

**ARTICLE XVII – LICENSING FEES AND COURSE COSTS** *no change*

**ARTICLE XVIII – VACATION** *no change*

**ARTICLE XIX – UNIFORMS**

*Uniform allowance will not generate any retroactive pay and shall be effective upon ratification of contractual agreement.*

*After the contract has been effectively ratified, the uniform allowance shall increase to \$500.*

**ARTICLE XX – SAFETY AND HEALTH** *no change*

**ARTICLE XXI- LONGEVITY** *no change*

**XXII – HOLIDAYS** *no change*

**ARTICLE XXIII – SICK LEAVE WITH PAY** *no change*

**ARTICLE XXIV – BEREAVEMENT LEAVE** *no change*

**ARTICLE XXV - WORKMENS COMPENSATION** *no changes*

## **ARTICLE XXVI - DISCIPLINARY ACTION**

**1.1 Just Cause.** All disciplinary actions shall be for just cause. Penalties for misconduct may consist of written reprimands, suspensions, fines, demotions, or discharge. It is understood that demotions or discharges resulting from layoffs bumping procedures are not to be considered disciplinary actions. Except in extreme cases of misconduct, discipline shall be intended as corrective and shall be progressive in nature.

**1.2 Disciplinary Charges.** Employees are obligated to comply conscientiously with all rules and regulations of the Employer, provided such rules do not conflict with the express provisions of this Agreement and are not otherwise unlawful or improper. Employees may be disciplined for incompetence, inefficiency, or failure to perform assigned duties; insubordination; inability to perform assigned duties; chronic or excessive absenteeism or lateness; conviction of a crime; conduct unbecoming a public employee; neglect of duty; misuse of public property; discrimination in regard to equal employment opportunity, including sexual harassment; and other sufficient cause.

**1.3 Union Representation at Hearings.** An employee is entitled to have Union-appointed representation at any disciplinary hearing. Employees, who are required at witnesses

at such hearings, as well as the union representative, shall suffer no loss of regular straight-time pay, provided every effort is made to keep the loss of working time to a minimum.

**1.4 Weingarten Rights.** An employee, who reasonably believes that he or she may be subject to disciplinary action in connection with any questioning by the Employer, shall be entitled to have a Union representative present during such questioning. This shall not apply to interviews which are intended only to provide counseling, information, or instruction.

**1.5 Time Limit for Requesting Departmental Hearings.** Any employee who receives a notice of disciplinary action shall be allowed ten *working* days in which to request a departmental hearing.

**1.6 Employees Charged With Crimes.** When an employee is charged with a criminal offense of third degree or higher, a crime with touches on his/her employment, or a crime which jeopardizes the safety and good order of the Township operations, that employee may be suspended without pay pending the outcome of the criminal charges. In such an instance, the employee will be afforded notice of the suspension and provided an opportunity to be heard on the unpaid suspension only.

## **ARTICLE XXVII – SENIORITY**

*No changes except for 2 and 6, and 7.*

*Section 2 and 6: add CDL Class A licensing to “qualifications.”*

*Section 7: add “Only employees who have obtained a CDL Class A licensing prior to submitting a written notice are eligible to make such a request.”*

## **ARTICLE XXVIII - GRIEVANCE PROCEDURE**

**1.1. Purpose.** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein shall be construed as preventing an employee with a grievance from discussing the matter informally with any appropriate supervisor.

**1.2. Definition.** The term “grievance” as used herein shall mean an appeal of the interpretation, application, or violation of applicable written policies, written agreements, or administrative decisions affecting the terms and conditions of employment.

**1.3. General Provisions.**

- (a) Election of remedies. In the event a dispute is appealed to the Division of Civil Rights, court, or other forum provided by law, the appellant (i.e., employee and/or Union) shall not be entitled to pursue the matter to arbitration by means of the grievance procedure set forth herein.
- (b) Formal grievances shall be presented through the Union, and an aggrieved employee shall be represented at all stages of the grievance procedure by a steward or other designated Union representative. Notwithstanding this provision, if the Union declines to present a grievance on behalf of an employee, the employee may present the grievance himself or herself at the lowest applicable level of the grievance procedure.
- (c) A grievance must be filed within 21 calendar days after the occurrence giving rise to the grievance. Failure to file or advance a grievance within the prescribed time

limits shall constitute forfeiture. However, time limits for filing or responding to grievances at any step may be extended by consent of the parties.

- (d) Union representatives shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of regular straight-time pay, provided that permission is obtained in advance from the appropriate department head or his/her designee if this should require the union representative to be absent from the job or to be otherwise relieved of his or her regular responsibilities for a temporary period.
- (e) Grievances shall be initiated at the lowest step of the grievance procedure in which the management representative has authority to adjust the matter. Steps may also be waived in appropriate circumstances by agreement of the parties.
- (f) Grievances processed through the steps of the grievance procedure as provided herein shall be in writing and signed by the grievant or Union representative. Responses shall also be in writing.

#### **1.4 Steps.**

Step 1. The grievance shall be taken to the appropriate department head or designee, who shall make an effort to resolve the problem and respond within seven (7) calendar days.

Step 2. If not resolved at the previous level, the grievance may be submitted within fourteen (14) calendar days after receipt of management's response to the Public Works Director, who shall render a decision in writing within fourteen (14) calendar days thereafter. If requested, an informal conference will be provided prior to the decision of the Public Works Director or his designee.



Step 3. If the Union is not satisfied with the decision of the Public Works Director, the matter may be appealed to the full Township Committee within fourteen (14) calendar days after receipt by filing the grievance with the Mayor. The Mayor shall consider the matter and render a written decision on behalf of the Township Committee within twenty-one (21) calendar days. If a hearing is requested at this Step, the Mayor may designate himself or other designee to conduct the hearing, which shall be held prior to the Township Committee's decision.

Step 4. If the Union is not satisfied with the response to the grievance at the preceding step, demand for arbitration may be made by the Union to the Public Employment Relations Commission within thirty (30) calendar days thereafter. Unless agree otherwise by the parties, the arbitrator shall be selected pursuant to the procedures of the Public Employment Relations Commission.

- (a) Arbitration shall be limited to grievances based upon the interpretation, application or violation of an express provision of this Agreement. A disciplinary grievance involving discharge or suspension, fine or demotion equivalent to three (3) days or more may only be submitted to binding arbitration. If the grievance involves suspension of less than three days, it may also be submitted to non-binding arbitration.
- (b) The arbitrator shall not add to, subtract from, or modify the terms of this Agreement.
- (c) No more than one grievance or issue may be submitted to a single arbitrator unless otherwise agreed to in writing by the parties.
- (d) It is understood that arbitration is limited to the four corners of the Agreement and the arbitrator is not to consider any past practice precedent.

- (e) The arbitrator shall issue an award in writing to the parties, which shall be final and binding.
- (f) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Township and the Union. Any other expenses shall be paid by the party incurring them.

#### **ARTICLE XXIX – SALARIES**

*All upgrades in titles are effective upon obtaining CDL Class A license and the ratification of contract, and are not retroactive.*

*Agree to 2.0% increase:*

Salary increases shall be effective on January 1<sup>st</sup> of each year, for those employees employed at the signing of this contract.

For 2011 Appendix B will be adjusted by 2.0% increase.

For 2012 Appendix B will be adjusted by 2.0% increase.

For 2013 Appendix B will be adjusted by 2.0% increase.

#### **ARTICLE XXX – AGENCY SHOP** *no change*

#### **ARTICLE XXXI - LAYOFF AND DISCHARGES** *no change*

#### **ARTICLE XXXII – FULLYBARGAINED AGREEMENT** *no change*

#### **ARTICLE XXXIII – DURATION** *January 1, 2011 through December 31, 2013*


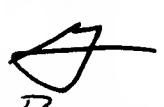
#### **APPENDIX “A”-POSITIONS COVERED BY CONTRACT**

*Add Tree Crew Chief Title*

- i) SALARY TO BE EQUIVALENT TO RATIFIED CONTRACTUAL SALARY OF  
SENIOR EQUIPMENT OPERATOR

**APPENDIX "B" -SALARIES AND SCHEDULE OF PAY RAISES**

AMEND ACCORDINGLY

JEFFREY MARCONI 8-23-13  
   
UNION PRESIDENT

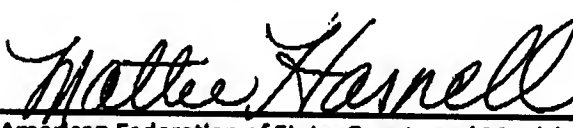
Haddon Township  
Camden County

AFSCME Local 3528

  
Randall Teague, Mayor

  
Jeff Makoni, President

  
Dawn Pennock, Municipal Clerk

  
American Federation of State, County and Municipal Employees,  
Council 71

Mattie Harrell, Executive Director International Vice-President